

HEBATH

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61A

NSA-1081

9 Feb 5

Chief of Base, Munich

ATTN: ☐

Chief, 32

Info: FCB  
COS

Operational/REBATH/LAIMPONE/HEBATH  
Memorandum of Oral Agreement - ANGLERIN

References: 1. NSM 17825  
2. NSM 16499

1. Paragraph 3 of reference 1 raised the question whether our earlier promise to ANGLERIN I regarding his emigration to PIRKIN was still valid. It is assumed that ANGLERIN I still expects us to honor this commitment. Since the current oral agreement supersedes all previous ones, the emigration commitment should be included in the renewed agreement.

2. The oral agreement in reference 1 lacks certain other stipulations with respect to its specific terms, duration, validity dates, obligations and limitations. For this reason, a sample oral agreement in lieu of contract has been prepared on the basis of information contained in reference 1 as well as in approved Project HEBATH. This sample can either be re-submitted to Headquarters for approval with pertinent additions or deletions made thereto or can serve as a basis for drawing up a new agreement which will meet Headquarters requirements. It should be pointed out that all information contained in the attached sample agreements are factual and should not be treated as hypothetical.

3. Our attention is directed to reference 2 wherein a request is made to approve payment to ANGLERIN I for certain medical expenses. Since no commitments have been made to ANGLERIN I for such payments, and since it is felt that his current salary, recently raised, along with other remunerations called for in the oral agreement, are of such proportions that will

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SOURCE METHOD EXEMPTION 3B2B  
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enable him to pay his own medical bills, approval cannot be granted in this or any other similar case. It is suggested that it be pointed out to ARSAPLEN I, if necessary, that if his salary were much less than it is now, we would not hesitate, as past compensation for his services, to look after his health and welfare as we have done on occasion in the past. However, under his present status, he should bear these expenses himself.

— [ ] —

**Distribution:**

- 2 Munich w/1 Att.
  - 2 Frankfurt w/o Att.
  - 3 OOS w/o Att.
  - 1 RI w/o Att.
  - 1 SR3/NA w/o Att.
  - 2 SR3/W3 w/o Att.
1. [ ] *SR3 w/att (6 Oct 52)*  
*jah*  
SR3/W3/NA/003/4 February 1956

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SR/COP/CK \_\_\_\_\_

CSR/3 \_\_\_\_\_

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SUBJECT: Oral Commitments in Lieu of Contract for ARCAPELIN I

1. The following oral commitments, in lieu of contract, have been made to ARCAPELIN I:

(a) COMPENSATION: Monthly salary of 920 DMW to be paid the agent in the Field plus a deposit to his escrow account in FEBRINE in the amount of \$200 each month.

(b) TRAVEL: He will be advanced or reimbursed funds for necessary expenses incurred in connection with official travel as may be officially directed or authorized. This will include taxi fares to and from operational meetings. He shall be paid a per diem rate of 25 DMW for such travel and absence from his place of residence as directed for official purposes. The total sum to be expended is not to exceed \$750 per annum.

(c) OPERATIONAL EXPENSES: He shall be advanced or reimbursed funds for necessary operational expenditures, i.e., official telephone, telegraph and postal expenses, office rental at the rate of 55 DMW per month, operational entertainment expenses, meals during operational meetings, purchase of special operational equipment and supplies. The total sum of these operational expenses are not to exceed \$1000 per annum.

(d) RESSETTLEMENT: SUBJECT and his wife will be provided funds for passage to the United States if and when this is requested and is desired. For this purpose and when desired, a request for necessary funds, not to exceed \$1000 will be submitted. This particular commitment is only valid during the dates for which the memorandum in Lieu of contract is valid and must be removed upon expiration to be effective.

(e) LOCAL TRANSFER: Subject shall be advanced or reimbursed the sum not to exceed \$300 for the period covered by this agreement to cover expenses in the event he is transferred to another country (France). He shall also be advanced or reimbursed the sum not to exceed \$150 for key money if and when this becomes necessary with transfer.

(f) TERMINATION BONUS: If this is contemplated, state terms, amount, etc.

(g) OTHER COMMITMENTS: List here emergency evacuation, gifts and maximum amounts to be expended for same, etc.

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(h) **STATUS:** Subject is not an employee of the United States Government under this agreement and is not entitled to any benefits normally incident to an employee status.

(i) **UNANTICIPATED COMMITMENTS:** No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto, shall be binding to the United States Government.

(j) **TERM:** This memorandum in Lieu of Contract is effective from 1 August 1955 through 31 July 1957, and can be terminated at KUBARK's will prior to the expiration date specified.

(k) All expenditures by and for ALCAPHELIN I are chargeable to project AEBATH, Allotment #3400-53-135.

**NOTE:** Terms of this agreement are for two year period, 1 August 1955 through 31 July 1957, and are retroactive to approved date of project AEBATH which is, of course, 1 August 1955.

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29 March 1956

SUBJECT: Oral Commitments in Lieu of Contract for AECAPELIN I

1. The following oral commitments, in lieu of contract, have been made to AECAPELIN I:

(a) COMPENSATION: Monthly salary of 920 DMW to be paid the agent in the Field plus a deposit to his escrow account in PBPRIME in the amount of \$200 each month.

(b) TRAVEL: He will be advanced or reimbursed funds for necessary expenses incurred in connection with official travel as may be officially directed or authorized. This will include taxi fares to and from operational meetings. He shall be paid a per diem rate of 25 DMW for such travel and absence from his place of residence as directed for official purposes. The total sum to be expended is not to exceed \$750 per annum.

(c) OPERATIONAL EXPENSES: He shall be advanced or reimbursed funds for necessary operational expenditures, i.e., official telephone, telegraph and postal expenses, office rental at the rate of 55 DMW per month, operational entertainment expenses, meals during operational meetings, purchase of special operational equipment and supplies. The total sum of these operational expenses are not to exceed \$1000 per annum.

(d) RESETTLEMENT: SUBJECT and his wife will be provided funds for passage to the United States if and when this is requested and is desired. For this purpose and when desired, a request for necessary funds, not to exceed \$1000 will be submitted. This particular commitment is only valid during the dates for which the memorandum in Lieu of contract is valid and must be renewed upon expiration to be effective.

(e) LOCAL TRANSFER: Subject shall be advanced or reimbursed the sum not to exceed \$300 for the period covered by this agreement to cover expenses in the event he is transferred to another country (France). He shall also be advanced or reimbursed the sum not to exceed \$150 for key money if and when this becomes necessary with transfer.

(f) TERMINATION BONUS: Upon termination of Subject's services, AECAPELIN will receive 3 months salary as termination bonus. This bonus will be paid to AECAPELIN provided he is terminated at KUBARK convenience and providing his services have been satisfactory.

(g) OTHER COMMITMENTS

(1) Subject will be evaluated at KUBARK expense, to the Communication Zone on declaration of hostilities in the field.

(2) Subject will receive an annual Christmas bonus in the sum authorized for field agents by Mission Headquarters.

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(3) The field case officer will give Subject small gifts of appreciation (e.g., 1 bottle of whiskey, 1 carton of cigarettes, etc.) on the occasion of Subject's birthday, on exemplary performance of duties assigned, etc.

(h) STATUS: Subject is not an employee of the United States Government under this agreement and is not entitled to any benefits normally incident to an employee status.

(i) UNAUTHORIZED COMMITMENTS: No promises or commitments pertaining to rights, privileges or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto, shall be binding to the United States Government.

(j) TERMS: This memorandum in Lieu of Contract is effective from 1 August 1955 through 31 July 1957, and can be terminated at KUBARK's will prior to the expiration date specified.

(k) All expenditures by and for AECAPELIN I are chargeable to project AEBATH, Allotment #3400-53-135.

NOTE: Terms of this agreement are for two year period, 1 August 1955 through 31 July 1957, and are retroactive to approved date of project AEBATH, which is, of course, 1 August 1955.

-c /s/ J-  
\*\* Case Officer Comment: Because of the necessity to clarify certain details this memorandum in lieu of contract was prepared by the field case officer at Headquarters as a substitute for that submitted in EGMA-17829 (dated 15 November 1955) which was approved by the Chief of Station, Munich.

APPROVED:

/s/  
Chief, FI/Ops

REVIEWED:

*LSRSP*  
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Special Contracting Officer

*12 April 56*

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